

Wayne, Nebraska
May 5, 2026

The Wayne County Board of Equalization meeting was called to order by Chairman Terry Sievers at 9:00 a.m. on Tuesday, May 5, 2026, in the Wayne County Courthouse SE Conference room. Present at the meeting were Chairman Sievers, Board members James Rabe, Matt Eischeid, County Clerk Joni Tietz, and Deputy County Attorney Ted Lohrberg. Notice of this meeting was published in the Wayne Herald, a legal newspaper, on April 23, 2026. A copy of the Open Meetings Act was posted and accessible to the public.

Motion to approve the regular agenda was made by Rabe, seconded by Eischeid. Roll call vote: Rabe, Eischeid, Sievers-aye; motion carried.

Dawn Nelson, Deputy County Treasurer, requested action be taken on six applications for tax exemption (Form 457) from the following entities: Providence Medical Center, NE Public Health Dept., Wayne State College Foundation, Haven House, Our Savior Lutheran Church and Evangelical Covenant Church. Rabe made a motion with Eischeid seconding to approve all exemptions. Roll call vote: Rabe, Eischeid, Sievers-aye; motion carried.

Meeting was adjourned at 9:02.

The Wayne County Board of Commissioner meeting was called to order by Chairman James Rabe at 9:05 a.m. on Tuesday, May 5, 2026, in the Wayne County Courthouse SE Conference room. Chairman Rabe, Members Terry Sievers, Matt Eischeid, Clerk Joni Tietz, and Deputy County Attorney, Ted Lohrberg, were present. Notice of this meeting was published in the Wayne Herald, a legal newspaper, on April 23, 2026. A copy of the Open Meetings Act was posted and accessible to the public.

Chairman Rabe presented the following consent agenda items:

- a. Act on April 21, 2026, minutes as printed in the Commissioners Record
- b. Act on payroll; commissioners abstain from approving personal claims
- c. Approve Fee Report of Diane Pieper, Clerk of District Court, April fees, \$1134.75

Motion made by Eischeid, seconded by Sievers to approve the consent agenda. Roll call vote: Eischeid, Sievers, Rabe-aye. Motion carried.

Motion made by Sievers, seconded by Eischeid to approve the regular agenda. Roll call vote: Sievers, Eischeid, Rabe-aye. Motion carried.

Kevin Davis and Rod Gilliland, representatives of the Wayne Ag Society, appeared before the Board to discuss a land payment that is due at the end of the year in the amount of \$25,000. Davis and Mike Pommer, Ag Society budget preparer, wanted the Board to be aware that due to a budgetary process this amount was not included in last year's budget. The preliminary tax request approved by the Board for the Ag Society was \$200,000. However, the budget came in \$53,120 lower. Pommer said it may be as easy as adding a line item in the county budget to account for the payment. Sievers stated he would back the fair but did want to see if there was a solution after the 2026 fair to see where the Ag Society stands.

Sievers made a motion to approve Resolution #5 entitled Joint Service Agreement between Wayne County and the Village of Carroll with Eischeid seconding the motion. Roll call vote: Sievers, Eischeid, Rabe-aye. Motion carried.

RESOLUTION 26-5

A RESOLUTION TO PROVIDE JOINT SERVICES BETWEEN THE VILLAGE OF CARROLL AND THE COUNTY OF WAYNE.

THIS AGREEMENT is made and entered into by and between the Village of Carroll hereinafter referred to as "Village", and the County of Wayne, hereinafter referred to as "County", both in the State of Nebraska, each being a local governmental subdivision which on its effective date are, or become, signatures hereto:

WHEREAS, it is the responsibility of villages and counties to develop and maintain quality services and facilities to the community; and

WHEREAS, it is recognized that the provision of said basic services are sometimes best accomplished jointly because of certain cost-savings and efficiencies or certain hardships which might be experienced if undertaken singularly; and

WHEREAS, Sections 13-804 through 13-814, Reissue Revised Statutes of Nebraska, 1943, authorized the joint exercise of

powers, privileges and authority by agreement of two or more public agencies of any power common to them; and
WHEREAS, the County owns certain equipment that the Village does not; and
WHEREAS, the Village owns certain equipment that the County does not; and
WHEREAS, these governmental entities jointly own several of the roads around the perimeter of the Village; and
WHEREAS, it is the desire of the parties hereto signed to participate in the joint development of village and county land and resources.

NOW, THEREFORE, BE IT RESOLVED, that the Village and County hereto agree to the following:

1. County Assistance to Village: The County will provide equipment and services to the Village for routine maintenance and special needs on public property including snow removal on public streets. Such assistance shall be approved by District 2 County Commissioner.
2. Village Assistance to the County: The Village will provide equipment and services to the County for routine maintenance and special needs on public property including all lawn mowing on County property. Such assistance shall be approved by the Village Board Chairman or any member of the Village Board thereof.
3. Joint Projects: There may be times where both parties wish to partake in joint projects such as paving of roads. Both parties agree that such projects will best serve the interests of the residents and taxpayers within both entities. Those projects will be administered through separate agreements on a project by project basis.
4. Potential for Additional Services: The County and Village agree that unexpected developments may occur for each entity which require the assistance of each party to remedy the development. At that time each party will within their means attempt or endeavor to attempt to support the other party.
5. Administration of the Agreement: A separate entity is not created by this agreement.
6. Agreement Duration: The term of this agreement will be effective upon execution by both parties and be in effect for ten years or until such time either party shall terminate the agreement after 120 days written notice.
7. Agreement Amendments: This agreement may be amended at any time by the written agreement of all parties.
8. Hold Harmless: The Village and County agree to indemnify and hold each other harmless from any and all liability regarding services provided in this agreement and/or to maintain liability insurance in the minimum amount of \$1,000,000 with County and the Village listed as additional named insured. County and the Village shall at all times provide each other with proof of the insurance required by this paragraph.

AND BE IT FURTHER RESOLVED, that the Commissioners of the County of Wayne to declare the County to be a participant in this joint effort to provide such services to the Village of Carroll.

Due to the retirement of Doug Deck, Wayne County Weed Control Superintendent, applications were taken for the position. Deck would train someone during the upcoming 2026 season. The Weed Board has expressed interest in a candidate who is currently a member of the Weed Board. After checking with a NACO attorney she recommended that it would be appropriate for the weed board member to resign prior to becoming a trainee. The county board would have 45 days to appoint a replacement to the Weed Board. If Deck were to be selected as a rural representative on the Weed Board he would have to resign his position. Commissioner Sievers made a motion to table the discussion until he can attend a Weed Board meeting to let the board be aware of the challenges being faced. Eischeid seconded the motion. Sievers, Eischeid, Rabe-aye. Motion carried.

Floor covering for the main floor offices was discussed. Sievers spoke to Scranton Flooring and Jason Sears Flooring about quotes regarding each office with carpet and laminate in the Highway Superintendent's office. Both were given the date of May 5 to have quotes available. No quote was available from Jason Sears Flooring. Sievers made a motion to accept Scranton Flooring's quote of \$18,238.25 for laminate in Highway Superintendent's office, entryway to said office including in front of elevator, in front of counters in Assessor and Treasurer's Office and all carpet in the Clerk's Office-backroom, behind counter in Assessor and Treasurer's Office.

Discuss was held regarding District 1's motor grader purchase. The machine is in Norfolk but does not include the high performance circle which doesn't meet specs. Sievers was told it may be October before a machine is ready. Caterpillar will stand behind the price. Sievers' concern is that this machine was budgeted for this year and he intends to budget for a new truck and trailer in 2026-27 budget. Eischeid felt that if it saved parts & labor for the life of the machine it was worth waiting for the accepted specs machine.

The hiring committee for the custodian/maintenance person told the Commissioners that a candidate was chosen for the position upon permission from the Commissioners. Commissioner Eischeid stated District 2 had a barely used riding lawnmower that would be used together with a bagger and trailer to be purchased. The new maintenance person would be required to mow the Courthouse lawn. As of June 1 a contracted mowing service would not be necessary. Motion made by Sievers, seconded by Eischeid to give the committee the go ahead to offer the position to a qualified person. Sievers, Eischeid, Rabe-aye. Motion carried.

Insurance coverage (non-healthcare) was discussed since budget preparation is approaching. The Board has been very pleased with the current agency but to be fair they owed others the opportunity to bid. Eischeid made a motion to advertise for comprehensive necessary insurance coverage. Sievers seconded the motion. Eischeid, Sievers, Rabe-aye. Motion carried.

The following claims were approved on motion made by Eischeid, seconded by Sievers. Roll call vote: Eischeid, Sievers, Rabe-aye. Motion carried.

General Fund: Payroll & Reimbursements: \$70,803.90; Black Hills Energy, OE \$530.16; Bomgaars, SU \$103.96; Davis Ford, RP \$372.55; Egley, Fullner et al, OE \$586.80; Election Systems & Software, OE \$6,413.73; Grossenburg Implement, RP \$85.50; Hall, Ken, PS \$20.00; Hometown Leasing, ER \$118.41; Jaeger, Daniel, PS \$20.00; JanX, SU \$194.72; Jorgensen Law, OE \$5,688.25; Junck, Casey, PS \$20.00; Main Street Garage LLC, RP,MA \$2,214.44; McElroy, Lyndi, OE \$393.75; Miller Law, OE,ER \$1,536.09; MIPS INC, ER,CO \$2,992.46; Mundil, Daryl, PS \$20.00; NACO, OE \$600.00; Nebraska State Fire Marshal, RP \$36.00; O'Reilly Automotive Inc., RP \$22.78; One Office Solution, SU \$437.20; Pieper & Story, OE \$525.00; Regroup, OE \$4,523.00; Schenk, Stacy, OE \$475.00; State Nebraska Bank, SU \$140.41; The Station, MA \$85.06; Tyler Technologies, OE \$475.94; University of Nebraska-Lincoln, OE \$12,605.66; Verizon Wireless, OE \$40.01; Wayne County Clerk of Dist. Ct, OE \$39.00; Wieland, Brad, PS \$20.00; Woehler Trailer Court LLC, ER \$1,400.00; Gworks, CO \$17,356.01; Nebraska Bank Acct #244-220, PS \$15,647.14; Retirement Plans Division of Ameritas, PS \$8,135.61;

County Road Fund: Payroll & Reimbursements: \$37,555.30; Black Hills Energy, OE \$186.23; Bomgaars, SU,MA \$800.04; Grossenburg Implement, RP \$110.69; Hireright LLC, OE \$211.00; Jerry's Service, MA \$11,305.20; Matteo Sand & Gravel Co Inc, MA \$2,157.60; NMC Exchange LLC, RP \$2,118.80; Northeast Power, OE \$198.49; RDO Truck Centers, RP \$986.07; Nebraska Bank Acct #244-220, PS \$7,864.14; Retirement Plans Division of Ameritas, PS \$4,206.69\

Highway Bridge Buyback Fund: A&R Construction, CO \$198,173.53

ROD Preservation & Modernization Fund: MIPS Inc, OE \$162.87;

Meeting adjourned.

State of Nebraska)

County of Wayne) ss.

I, the undersigned, County Clerk of Wayne County Nebraska, hereby certify that all of the subject included in the attached proceedings were contained in the agenda for the meeting of May 5, 2026, kept continually current and available for public inspection at the office of the County Clerk; that such subjects were contained in such agenda for at least 24 hours prior to said meeting; that the said minutes of the meeting of the County Commissioners of the County of Wayne were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of May, 2026.

Joni Tietz, Wayne County Clerk

